

REMARKS/ARGUMENTS

These remarks are submitted in response to the Office Action of January 3, 2008 (Office Action). As this submission is timely filed within the 3-month shortened statutory period, no fee is believed due. However, the Office is expressly authorized to charge any deficiencies or credit any overpayment to Deposit Account No. 50-0951.

In the Office Action, Claims 9, 10, 19, 20, 35, 36, 45, and 46 were rejected under 35 U.S.C. § 112, first paragraph. Claims 1, 9-11, 19, 20, 23, 27, 35-37, 45, and 46 were rejected under 35 U.S.C. § 112, first paragraph. Claims 9, 10, 19, 20, 35, 36, 45, and 46 were rejected under 35 U.S.C. § 112, second paragraph. Claims 1-20 and 23-46 were rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent 5,794,210 to Goldhaber (hereinafter Goldhaber).

Although Applicants respectfully disagree with the rejections, Applicants nevertheless have amended certain claims so as to expedite prosecution of the application. Applicants respectfully note, however, that the amendments are not intended as, and should not be interpreted as, the surrender of any subject matter. Accordingly, Applicants respectfully reserve the right to present the original version of any of the amended claims in any future divisional or continuation applications from the present application.

In particular, Applicants have amended independent Claims 1, 11, 23, 27, and 37 have been amended to further emphasize certain aspects of the invention. Applicants also have amended dependent Claims 3-7, 9, 10, 13-17, 19, 20, 24-26, 28-36, 38-43, 45, and 46 so as to maintain consistency among the claims. The claim amendments also address the issues raised under 35 U.S.C. § 112 (e.g., by omitting the terms "bias" and "other rule" entirely from the claims). Accordingly, Applicants respectfully request the withdraw of the 35 U.S.C. § 112 rejections.

The claim amendments, as discussed herein, are fully supported throughout the Specification. No new matter has been introduced by virtue of any of the claim amendments.

Claim Amendments

As amended, the claims more particularly recite certain aspects pertaining to handling computer-based information exchanges. For example, amended Claim 11, is directed to a method of negotiating an electronic commerce (e-commerce) transaction for the sale of a selected good. The steps can include identifying an asking price for the selected good and retrieving from memory merchant business objectives (MBOs). The MBOs can comprise a series of merchant-specified rules specifying a plurality of cash or cash-equivalent incentives offered to a consumer in exchange for consumer-specific information. The steps also can include retrieving consumer privacy rules (CPRs) from a different memory.

Based upon the CPRs, a consumer-specific minimal valuation of the consumer-specific information can be determined. (See, e.g., Specification, p. 11, lines 26 – p. 12, line 6.) Moreover, as explicitly recited in Claim 1, a minimal valuation can be determined for each item of specific information according to a particular class. (See, e.g., Specification, p. 11, lines 17-25.)

The method can further include determining whether an agreement can be reached for a sale of the selected good with an incentive for providing the consumer-specific information, wherein the incentive is determined based upon the minimal valuation. (See, e.g., Specification, p. 14, lines 8-15; p. 15, lines 2-8; p. 16, lines 18-27; and especially, p. 17, lines 2-7, regarding the search for a "lower limit" of a valuation.) Thus, for example, finding an incentive can encompass finding one whose valuation, determined according to the MBOs is at least as much as the consumer's minimal valuation.

The method can conclude by consummating the e-commerce transaction for the sale of the selected good with the incentive if it is determined that an agreement can be reached.

The Claims Define Over Goldhaber

As already noted, independent Claims 1, 11, 23, 27, and 37 were rejected as being anticipated by Goldhaber. Applicants respectfully submit, however, that Goldhaber fails to teach, expressly or inherently, each of the features recited in the claims, as amended.

Rule-based Determination of a Minimal Valuation of Consumer Information

For example, Goldhaber supplies no rules for determining a consumer's minimal valuation of one or more classes of consumer-specific information as explicitly recited in Claims 1, 11, 23, 27, and 37, as amended. Specifically, Goldhaber does not disclose providing consumer privacy rules that provide a basis, according to a computer-implemented method, for a computer to determine the consumer's valuation of a particular item of consumer-specific information.

When Goldhaber speaks of "bidding 'agents'," it is to describe agents performing according to a protocol that formulates bids based on "estimates" derived from "preferences" and "past consuming behavior." (Col. 4, lines 58-59.) But the estimate only determines how likely it is that a consumer is interested in viewing certain material provided over a network. (Id.)

More fundamentally, Goldhaber provides no rules-based mechanism for determining the minimal valuation. Applicants provide such a mechanism, which determines the minimal valuation based upon predetermined consumer privacy rules. Thus, these rules can be determined independently of any interaction with another participant, which is inherent in a valuation determined by a bidding process. Goldhaber must rely on a bidding process.

Determination of Incentive Based Upon a Minimal Valuation

Regardless of whether or how the minimal valuation is determined, Goldhaber nowhere teaches or suggests any mechanism for formulating an incentive based upon this minimal valuation. Goldhaber discloses a software agent that can comprise "buy/sell instructions." (See Col. 19, lines 28-31). The operative features of Goldhaber's software agent, as described in other portions of the reference, however, reveal that no determination of an incentive is performed by the software agent itself or through its interaction with other agents. Goldhaber specifically describes the action of such a software agent as follows:

"[E]ach trading house computer 400 executes a "salesman" software agent 402. The objective of software agents 402 is to sell information to willing buyers (i.e., consumer software agents 110). In this example, the consumer has programmed her software agent 110 to seek out and collect information concerning certain types of cars, and to obtain medical information based on the consumer's most recent medical examination. The consumer's software agent 110 stores these instructions 404, and brings them to each of trading houses 400 to determine whether the trading houses have any information that matches the instructions. In this example, trading house 400(1) may be an automotive trading house that markets cars. When the consumer's software agent 110 visits trading house 400(1), the instructions issued to the consumer's agent may be compared with information or items available from the trading house 400(1) (e.g., offers to sell certain kinds of automobiles, represented by database or report 406). The consumer's agent 110 may return to consumer compute 104 with the reported results of the matching process so that the consumer may review the report and take further action (e.g., contact directly the individuals who are selling the automobiles). The automotive trading house 400(1) may charge the

consumer for this service, which charges may be satisfied through direct digital cash payment from the consumer's digital cash repository 126 and/or by debiting the consumer's account and crediting the seller's account via financial clearinghouse computer 108. This same mechanism may be used to buy and sell any other type of valuable information (e.g., medical reports 410 that are "sold" by medical trading house 400(2)). Thus, the consumer may empower her software agent 110 to retrieve thumbnail descriptions or other indicia about some items for sale, and may empower her agent to actually consummate transactions according to criteria specified by the consumer (e.g., don's pay more than X dollars). (Col. 19, line 39 – Col. 20, line 7.)

The software agent may be empowered to consummate a transaction in Goldhaber, but this is not equivalent to determining an incentive that is mutually acceptable to both parties to the transaction. With Goldhaber, there is no determination of an incentive. As described in the quoted language, Goldhaber looks at only one side of a transaction. If a consumer specifies X number of dollars, then the transaction is consummated; otherwise it is not. This is an all-or-nothing determination. There is no intervening step in which there is first a search for an a mutually-acceptable incentive.

By contrast, Applicants provide a mechanism by which an incentive that would be acceptable to both parties to a transaction can be found. The determination is based upon a comparison of the consumer's minimal valuation and some criteria that would be acceptable to the other party, the merchant. This is not an all-or-nothing process. Goldhaber provides neither the comparison step nor the objects of that comparison. Goldhaber's is, again, an all-or-nothing process without the intervening search for an mutually-acceptable incentive.

Certainly, Goldhaber does not teach or suggest determining whether or not a mutually-acceptable incentive exists based upon a comparison of a consumer's minimal

valuation with the objectives of the merchant, as recited in Claims 1 and 27. Even more fundamentally, Goldhaber does not make such a determination based upon a comparison of a consumer's minimal valuation and a merchant's valuation, wherein the latter valuation is also automatically determined based upon one or more of a merchant's specified business objectives. Accordingly, Goldhaber provides no intermediate step of searching for a mutually-acceptable incentive, and more fundamentally, Goldhaber teaches neither a comparison nor the objects of that comparison for determining whether an incentive even exist that is acceptable to two parties of an exchange.

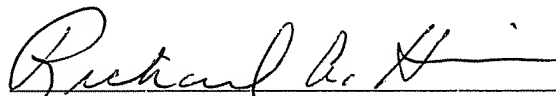
It follows that Goldhaber fails to teach or suggest every feature recited in amended Claims 1, 11, 23, 27, and 37. Applicants respectfully submit, therefore, that Claims 1, 11, 23, 27, and 37 define over the prior art. Applicants further respectfully submit that whereas each of the remaining claims depends from Claim 1, 11, 23, 27, or 37 while reciting additional features, these claims likewise define over the prior art.

CONCLUSION

Applicants believe that this application is now in full condition for allowance, which action is respectfully requested. Applicants request that the Examiner call the undersigned if clarification is needed on any matter within this Amendment, or if the Examiner believes a telephone interview would expedite the prosecution of the subject application to completion.

Respectfully submitted,

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